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In Re:  
Pamala A Anderson  
and Sheldon K Anderson,  
Debtors,

Case No. 04-35152

Chapter 13 Case

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY**

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TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 19, 2004 at 10:30 AM o'clock, in Courtroom No. 228B, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than October 14, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 7, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on September 2, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2001 Ford Expedition XLT 4WD truck (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtors are delinquent under the terms of the original contract with Movant. There is no provision for payment of Movant's secured claim in the proposed Chapter 13 Plan.. Movant requests relief under §362(d)(2). The Debtors have no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

**WHEREFORE**, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: September 23, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTO

ANDERSON PAMALA ANN  
697 HAVENHILL RD  
EAGAN MN 55123

St. Paul, MN

**GHR195**

1ST SECURED PARTY

**LIEN HOLDER**

<b>01</b> Year	<b>FORD</b> Make	<b>4WEPT</b> Model	<b>G1420N464</b> Title NR.
<b>1FMPU16L81LB28539</b> VIN		<b>04/28/01</b> Security Date	<b>NO</b> Rebuilt

**RETAIN THIS DOCUMENT** - See reverse side of this form for removing this lien.

FORD MOTOR CREDIT CO EA ASG  
PO BOX 105704  
ATLANTA GA 30348-5704



# EXHIBIT A

## MINNESOTA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 04/28/2001

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

PAMALA ANN ANDERSON  
697 HAVENHILL ROAD EAGAN DAKOTA MN 55123

CREDITOR (Seller Name and Address)

INVER GROVE FORD  
4725 SOUTH ROBERT TRAIL  
INVER GROVE HTS. MN 55077

47519

MAY 1 2001

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2001 FORD TRUCK	EXPEDITION		1FMPU16L81LB28539	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 1994 MITSU \$ 9000.00 \$ 8345.00  
Year and Make Gross Allowance Amount Owning

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price ..... \$9975.11 (1)
- Down Payment  
Manufacturer's Rebate Assigned to Creditor ..... \$ N/A  
Cash Down Payment ..... \$ N/A  
Trade-in (description above) ..... \$ 655.00  
Total Down Payment ..... \$ 655.00 (2)
- Unpaid Balance of Cash Price (1 minus 2) ..... \$9320.11 (3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)  
To Public Officials  
(i) for license, title & registration fees \$ 432.50 ;  
(ii) for filing fees \$ 14.50 ;  
(iii) for taxes (not in Cash Price) \$ 2013.38  
Total ..... \$2460.38  
To Insurance Companies for:  
Credit Life Insurance ..... \$ 893.91  
Credit Disability Insurance ..... \$ N/A  
To ..... \$ N/A  
To ..... \$ N/A  
To INVER GROVE FORD for DOC FEE ..... \$ 25.00  
To ..... \$ N/A  
To ..... \$ N/A  
Total ..... \$3379.29 (4)
- Amount Financed (3 plus 4) ..... \$2699.40 (5)

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment
2.90 %	\$ 3251.00	\$42699.40	\$45950.40	\$ 46605.40

Payment Schedule — ☒ Number of payments  
Your payment schedule will be: 59 \$ 765.84 monthly starting  
1 final \$ 765.84 JUN 05 2001

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: Pamela A. Anderson CO-BUYER:

## NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You acknowledge receipt of a true and completely filled in copy of this contract, signed by both yourself and the seller, at the time of signing.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Pamela A. Anderson  
Buyer Signs

(Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller INVER GROVE FORD

By

Title

Patricia

FC 17622-S4 Oct 00 (Previous editions may NOT be used.)

SEE BACK FOR ADDITIONAL AGREEMENTS

## QUESTIONS?



PLEASE CALL US AT 1-800-727-7000  
00-001

ORIGINAL

EXHIBIT B

# ADDITIONAL AGREEMENTS

**A. Payments:** You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

**B. Security Interest:** You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

**C. Use of Vehicle — Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

**D. Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. **Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.**

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

**E. Late Payments:** You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below if there is any default.

**F. Default:** You will be in default if:

1. You do not to make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one if filed against you; or
5. You do not to keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

**G. General:** To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

## FTC NOTICES

**NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.\***

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

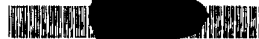
**\*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.**

## GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor \_\_\_\_\_ Address \_\_\_\_\_  
Guarantor \_\_\_\_\_ Address \_\_\_\_\_

FC 17622-SI Oct 00 (Previous editions may NOT be used.)



FC 17622-SI OCT 00

# 30 FORD

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
75	Add Theft Recovery System	75	100		175	Add Cruise Control	175	200	
175	Deduct W/out Cruise	175	175		125	Add Power Door Locks	125	150	
125	Deduct W/out Tilt	125	125		175	Add Power Windows	175	200	
<b>2002 F SERIES VAN-1/2-1 Ton-V8 MC: III</b>					75	Add Theft Recovery System	75	100	
11800	E150 Cargo	E14	10625	14250	125	Add Tilt Wheel	125	150	
14350	E150 Wagon	E11	12925	17000	675	Deduct 4 Cyl. Eng.	675	150	
17650	E150 Wgn. Traveler	E11	15900	20650	625	Deduct W/out Air Cond.	625	625	
12300	E250 Cargo	E24	11075	14825	525	Deduct W/out AT	525	525	
13050	E250 Ext. Cargo	S24	11750	15625	<b>2002 F150-1/2 Ton-V8 MC: III</b>				
12800	E350 Cargo	E34	11525	15950	9600	Style XL "WS" 6 3/4"	F17*	8650	11800
15350	E350 Wagon	E31	13825	18075	9700	Style XL "WS" 8"	F17*	8750	11925
13550	E350 Ext. Cargo	S34	12200	16750	11150	Style XL 6 3/4"	F17*	10050	13550
16100	E350 Ext. Wagon	S31	14500	18850	11250	Style XL 8"	F17*	10125	13650
19400	E350 Wgn. Traveler	S31	17475	22500	11800	Flareside XL 6 3/4"	F07*	10625	14250
850	Add Chateau (Ex. Traveler)	850	950		24650	Lightning 6 3/4"	F073	22200	28100
750	Add XLT (Ex. Traveler)	750	850		13700	S-Cab XL "WS" 6 3/4"	X17*	12350	16300
625	Add 6.8L V10 Eng.	625	700		13800	S-Cab XL "WS" 8"	X17*	12425	16425
3775	Add 7.3L T-Diesel Eng.	3775	4000		15050	Supercab XL 6 3/4"	X17*	13650	17750
300	Add Alum/Alloy Wheels*	300	350		15150	Supercab XL 8"	X17*	13650	17850
150	Add CD Player	150	175		15700	Flare Super XL 6 3/4"	X07*	14150	18425
200	Add Power Seat*	200	225		18450	S-Cab King Ranch 6 3/4"	X17*	16625	21500
375	Add Rear Air Cond*	375	425		<b>2002 F150 SUPERCREW-1/2 Ton-V8 MC: III</b>				
75	Add Theft Recovery System	75	100		19150	XLT 5 1/2"	W07*	17250	22250
700	Deduct V6 Eng.	700	700		20400	Lariat 5 1/2"	W07*	18375	23575
200	Deduct W/out Cruise	200	200		21600	King Ranch 5 1/2"	W07*	19450	24850
150	Deduct W/out Pwr Locks	150	150		26950	Harley 5 1/2"	W073	24275	30550
200	Deduct W/out Pwr Wind	200	200		<b>2002 F250 SUPER DUTY-3/4 Ton-V8 MC: III</b>				
*Std. Traveler					15300	Style XL 8"	F20*	13775	18000
<b>2002 EXCURSION-3/4 Ton-V10 MC: IV</b>					18500	Supercab XL 6 3/4"	X20*	16650	21550
20300	Utility XLT	U40	18275	23475	18600	Supercab XL 8"	X20*	16750	21650
22350	Utility Limited	U42	20125	25675	20400	Crew Cab XL 6 3/4"	W20*	18375	23575
22300	Utility XLT 4WD	U41	20075	25600	20500	Crew Cab XL 8"	W20*	18450	23675
24350	Utility Limited 4WD	U43	21925	27775	<b>2002 F350 SUPER DUTY-1 Ton-V8 MC: III</b>				
3350	Add 7.3L T-Diesel Eng.	3350	3575		16275	Style XL 8"	F30*	14650	19675
550	Add Rear Entertainment Sys	550	625		19475	Supercab XL 6 3/4"	X30*	17550	23225
75	Add Theft Recovery System	75	100		19575	Supercab XL 8"	X30*	17625	23350
625	Deduct 5.4L V8 Eng.	625	625		21375	Crew Cab XL 6 3/4"	W30*	19250	25275
475	Deduct W/out Leather	475	475		21475	Crew Cab XL 8"	W30*	19350	25375
225	Deduct W/out Pwr Seat	225	225		<b>F SERIES PICKUP OPTIONS</b>				
<b>2002 RANGER-1/2 Ton-V6 MC: II</b>					1400	Add Lariat Trim (XL)		1400	1575
7400	Style XL	R10*	6675	9425	800	Add XLT Trim (XL)		800	900
7500	Style XL LB	R10	6750	9525	225	Add FX4 Off-Road Pkg		225	250
7850	Flareside	R10*	7075	9900	2675	Add 4 Wheel Drive		2675	2900
10050	Style Supercab 2D	R14*	9050	12300	625	Add 6.8L V10 Eng.		625	700
10650	Style Supercab 4D	R44*	9600	12950	3775	Add 7.3L T-Diesel Eng.		3775	4000
10500	Flare Supercab 2D	R14*	9450	12775	900	Add 7700 Payload Pkg. (F150)		900	1000
11100	Flare Supercab 4D	R44*	10000	13500	300	Add Alum/Alloy Wheels. (Std. S-Crew, Lightning, King Ranch)		300	350
725	Add Edge Trim (Std. Tremor)		725	825	150	Add Compact Disc Player. (Std. S-Crew, Lightning, King Ranch)		150	175
625	Add XLT Trim		625	700	675	Add Dual Rear Whls		675	750
900	Add FX4 Off-Road Pkg.		900	1000	450	Add Leather Seats*		450	500
1025	Add Tremor Pkg.		1025	1150					
2725	Add 4 Wheel Drive		2725	2950					
250	Add Alum/Alloy Wheels		250	300					
125	Add CD Player		125	150					

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
MIDWEST EDITION - SEPTEMBER 2003

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# FORD 31

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
200	Add Power Seat*	200	225		<b>EXPLORER SPORT TRAC/EXPLORER OPTIONS</b>				
600	Add Power Sunroof	600	675		475	Add 5.0L V8 Engine		475	550
550	Add Rear Entertainment Sys	550	625		100	Add CD Player (XLS)		100	125
75	Add Theft Recovery System	75	100		350	Add Leather Seats*		350	400
700	Deduct V6 Eng.	700	700		200	Add MACH/Pioneer*		200	225
675	Deduct W/out Air Cond.	675	675		150	Add Power Seat		150	175
575	Deduct W/out AT	575	575		*Std. XLT, E. Bauer, Ltd.)				
200	Deduct W/out Cruise	200	200		500	Add Power Sunroof		500	575
150	Deduct W/out Tilt	150	150		75	Add Theft Recovery System		75	100
*Std. Light. S-Crew Lariat/Harley, K-Ranch					475	Deduct W/out AT		475	475
<b>FORD</b>					150	Deduct W/out Cruise		150	150
<b>2001 EXPEDITION-1/2 Ton-V8 MC: IV</b>					100	Deduct W/out Tilt		100	100
17050	Utility XLT	U15	15350	20000	*Std. Eddie Bauer, Limited				
18950	Utility XLT 4WD	U16	17075	22025	<b>2001 WINDSTAR-V6 MC: II</b>				
19900	Eddie Bauer	U17	17925	23050	7500	Cargo Van	A54	6750	9525
21800	Eddie Bauer 4WD	U18	19625	25075	9200	Wagon 3D LX	A50	8300	11375
150	Add CD (Std. Eddie Bauer)	150	175		10400	Wagon 4D LX	A51	9375	12675
600	Add Power Sunroof	600	675		12000	Wagon SE Sport	A57	10800	14450
325	Add Rear Air Cond.	325	375		12300	Wagon SE	A52	11075	14825
*Std. Eddie Bauer					15000	Wagon SEL	A53	13500	17700
450	Add Rear Entertainment Sys	450	500		15650	Wagon Limited	A58	14100	18375
75	Add Theft Recovery System	75	100		*Std. SEL Ltd.)				
350	Deduct 4.6L V8 Eng.	350	350		200	Add A/A Wheels (4D LX)		200	225
450	Deduct W/out Leather	450	450		100	Add CD (Van/LX/SE Spt)		100	125
<b>2001 ESCAPE-V6 MC: II</b>					350	Add Leather Seats		350	400
11275	Utility 4D XLS	U01	10150	13675	*Std. SEL Ltd.)				
12375	Utility 4D XLT	U03	11150	14900	150	Add PwrSeat (4D LX/SE Spt)		150	175
12875	Utility 4D XLS 4WD	U02	11600	15425	325	Add Rear Air (4D LX)		325	375
13975	Utility 4D XLT 4WD	U04	12600	16600	450	Add Rear Entertainment Sys		450	500
200	Add A/A Wheels (XLS)		200	225	75	Add Theft Recovery System		75	100
350	Add Leather Seats		350	400	150	Deduct W/out Cruise		150	150
200	Add MACH Stereo Sys		200	225	100	Deduct W/out Tilt		100	100
150	Add Power Seat		150	175	<b>2001 E SERIES VAN-1/2-1 Ton-V8 MC: III</b>				
500	Add Power Sunroof		500	575	10350	E150 Cargo	E14	9325	12625
75	Add Theft Recovery System		75	100	12600	E150 Wagon	E11	11350	15125
625	Deduct 4 Cyl. Eng.		625	625	15600	E150 Wgn. Traveler	E11	14050	18325
475	Deduct W/out AT		475	475	10825	E250 Cargo	E24	9750	13125
150	Deduct W/out Cruise		150	150	11550	E250 Ext. Cargo	S24	10400	13975
<b>2001 EXPLORER SPORT TRAC-V6 MC: II</b>					11300	E350 Cargo	E34	10175	14125
14150	Utility 4D	U67	12750	16775	13550	E350 Wagon	E31	12200	16150
15750	Utility 4D 4WD	U77	14175	18500	12025	E350 Ext. Cargo	S34	10825	15125
<b>2001 EXPLORER-V6 MC: II</b>					14275	E350 Ext. Wagon	S31	12850	16925
10000	Wagon 2D Sport	U60	9000	12250	800	Add Chateau (Ex. Traveler)		800	900
10650	Wagon 4D XLS	U62	9600	12950	700	Add XLT (Ex. Traveler)		700	800
11950	Wagon 4D XLT	U63	10775	14400	575	Add 6.8L V10 Eng.		575	650
14600	Wagon 4D Eddie Bauer	U64	13150	17275	3575	Add 7.3L T-Diesel Eng.		3575	3900
14875	Wagon 4D Limited	U65	13400	17550	250	Add Alum/Alloy Wheels*		250	300
11600	Wagon 2D Sport 4WD	U70	10450	14025	125	Add CD Player*		125	150
12250	Wagon 4D XLS 4WD	U72	11025	14750	175	Add Power Seat*		175	200
13550	XLT 4WD/AWD	U73/83	12200	16150	325	Add Rear Air Cond*		325	375
16200	E. Bauer 4WD/AWD	U74/84	14600	18975	75	Add Theft Recovery System		75	100
16475	Limited 4WD/AWD	U75/85	14850	19250	675	Deduct V6 Eng.		675	675
					175	Deduct W/out Cruise		175	175

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
MIDWEST EDITION - SEPTEMBER 2003

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# EXHIBIT C

04-03947-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Pamala A Anderson  
and Sheldon K Anderson,  
Debtors,

Case No. 04-35152

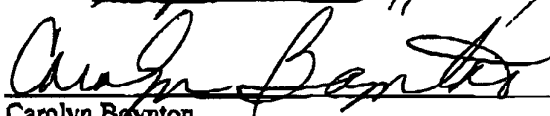
Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Carolyn Boynton, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account no. 27230954.
2. The Debtor owes the Creditor \$22,245.68, payoff amount as of September 2, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$765.84. As of September 2, 2004, the loan payments are in arrears \$2,910.08 for payments owing since June 5, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2001 Ford Expedition XLT 4WD truck. The current NADA published retail value of the collateral is \$22,025.00.
4. Creditor repossessed the collateral on August 9, 2004. The plan proposed by Debtors has no provision for payment of a secured claim for this debt. Creditor desires stay relief to be able to sell the collateral immediately.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: September 21, 2004



Carolyn Boynton  
Ford Motor Credit Company  
National Bankruptcy Svc Center  
P.O. Box 537901  
Livonia, MI 48153-7901

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**MEMORANDUM OF FACT AND LAW**

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Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

**FACTS**

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral.

The total net balance due on the Contract is \$22,245.68 as of September 2, 2004. On information and belief, the collateral has an NADA retail value of \$22,025.00. NADA pages showing the collateral value are attached as Exhibit "C".

Debtors' Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan have no provision for payment of Movant's secured claim. Movant has possession of the collateral and desires to sell it immediately.

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments. There has been a further material default; Debtor has failed to provide Movant with evidence of collateral insurance.

**ARGUMENT**

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since June 5, 2004.



- Failure to make payments due post petition under the Contract.
- Failure to provide for secured claim payment in the proposed Chapter 13 Plan.
- Failure to maintain physical damage insurance on the collateral.

Movant has not been provided with adequate protection of Movant's interest in the collateral.

Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$22,245.68. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). Movant believes that the collateral is not necessary to an effective reorganization. Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to establish that this collateral is necessary to an effective reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: September 23, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/s/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

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**UNSWORN CERTIFICATE OF SERVICE**

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I, Linda Jeanne Jungers, declare under penalty of perjury that on September 24, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Pamala A Anderson  
697 Havenhill Rd  
Eagan, MN 55123

Sheldon K Anderson  
697 Havenhill Rd  
Eagan, MN 55123

Becky A Moshier  
Attorney at Law  
2233 University Ave W #420  
St. Paul, MN 55114

Jasmine Z. Keller  
Chapter 13 Trustee  
12 S. 6th St #310  
Minneapolis, MN 55402

U.S. Trustee  
1015 U.S. Courthouse  
300 South 4th Street  
Minneapolis, MN 55415

Executed on: September 24, 2004

Signed: /s/Linda Jeanne Jungers  
Linda Jeanne Jungers  
STEWART, ZLIMEN & JUNGERS  
430 Oak Grove Street, #200  
Minneapolis, MN 55403

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**ORDER FOR RELIEF FROM THE STAY**

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Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 19, 2004 at 10:30 AM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the  
2001 Ford Expedition XLT 4WD truck, VIN 1FMPU16L81LB28539  
in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge